

| <b>ORDER FOR SUPPLIES OR SERVICES</b>   |                |  |                             |                              |   |  |   |                     |                         | PAGE 1 OF 29  |            |  |
|---|----------------|--|-----------------------------|------------------------------|---|--|---|---------------------|-------------------------|---|------------|--|
| 1. CONTRACT/PURCH. ORDER/ AGREEMENT NO.<br><b>N6600117A0001</b>   |                |  | 2. DELIVERY ORDER/ CALL NO. |                              | 3. DATE OF ORDER/CALL<br><b>2017 Sep 12</b>   |  | 4. REQ./ PURCH. REQUEST NO.                               |                     |                         | 5. PRIORITY   |            |  |
| 6. ISSUED BY<br>SPAWAR SYSTEMS CENTER PACIFIC<br>ADAM GARNICA, CODE 22550<br>ADAM.D.GARNICA@NAVY.MIL<br>53560 HULL STREET<br>SAN DIEGO CA 92152-5001  |                |  | CODE <b>N66001</b>          |                              | 7. ADMINISTERED BY<br><br><b>SEE ITEM 6</b>   |  |   | CODE                |                         | 8. DELIVERY FOB<br><input type="checkbox"/> DEST<br><input checked="" type="checkbox"/> OTHER<br><br>(See Schedule if other)                      |            |  |
| 9. CONTRACTOR<br>CSRA LLC<br>JAMES SECHLER<br>3170 FAIRVIEW PARK DR<br>FALLS CHURCH VA 22042-4516   |                |  | CODE <b>7C146</b>           |                              | FACILITY  |  | 10. DELIVER TO FOB POINT BY (Date)<br><b>SEE SCHEDULE</b> |                     |                         | 11. MARK IF BUSINESS IS<br><input type="checkbox"/> SMALL<br><input type="checkbox"/> SMALL DISADVANTAGED<br><input type="checkbox"/> WOMEN-OWNED |            |  |
|   |                |  |                             |                              |   |  | 12. DISCOUNT TERMS<br>See individual orders.              |                     |                         | 13. MAIL INVOICES TO THE ADDRESS IN BLOCK<br>See Item 15  |            |  |
| 14. SHIP TO<br><br><b>SEE SCHEDULE</b>  |                |  | CODE                        |                              | 15. PAYMENT WILL BE MADE BY<br>SPAWAR PAC<br>53560 HULL STREET, CODE 11410<br>SAN DIEGO CA 92152-5001 |  |   | CODE <b>N6600B</b>  |                         | MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.   |            |  |
| 16. TYPE OF ORDER   | DELIVERY/ CALL | This delivery order/call is issued on another Govt. agency or in accordance with and subject to terms and conditions of above numbered contract. |                             |                              |   |  |   |                     |                         |   |            |  |
|   | PURCHASE       | Reference your quote dated<br>Furnish the following on terms specified herein. REF:  |                             |                              |   |  |   |                     |                         |   |            |  |
| ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.   |                |  |                             |                              |   |  |   |                     |                         |   |            |  |
| NAME OF CONTRACTOR  |                |  | SIGNATURE                   |                              |   | TYPED NAME AND TITLE   |   |                     | DATE SIGNED (YYYYMMDD)  |   |            |  |
| <input checked="" type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies: <b>1</b>  |                |  |                             |                              |   |  |   |                     |                         |   |            |  |
| 17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE  |                |  |                             |                              |   |  |   |                     |                         |   |            |  |
| 18. ITEM NO.  |                | 19. SCHEDULE OF SUPPLIES/ SERVICES   |                             |                              |   | 20. QUANTITY ORDERED/ ACCEPTED*  |   |                     | 21. UNIT 22. UNIT PRICE |   | 23. AMOUNT |  |
|   |                | <b>SEE SCHEDULE</b>  |                             |                              |   |  |   |                     |                         |   |            |  |
|   |                | 24. UNITED STATES OF AMERICA<br>TEL: 619-553-4523<br>EMAIL: spencer.sessions@navy.mil<br>BY: Spencer Sessions                                    |                             |                              |   | (b)(6)   |   |                     | 25. TOTAL               |   |            |  |
|   |                |  |                             |                              |   | CONTRACTING / ORDERING OFFICER   |   |                     | 29. DIFFERENCES         |   |            |  |
| 26. QUANTITY IN COLUMN 20 HAS BEEN<br><input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED<br><br>DATE SIGNATURE OF AUTHORIZED GOVT. REP. |                |  |                             |                              |   | 27. SHIP NO.<br><br><input type="checkbox"/> PARTIAL<br><input type="checkbox"/> FINAL                                     |   | 28. DO VOUCHER NO.  |                         | 30. INITIALS  |            |  |
|   |                |  |                             |                              |   | 31. PAYMENT<br><br><input type="checkbox"/> COMPLETE<br><input type="checkbox"/> PARTIAL<br><input type="checkbox"/> FINAL |   | 32. PAID BY         |                         | 33. AMOUNT VERIFIED CORRECT FOR   |            |  |
| 36. I certify this account is correct and proper for payment.<br><br>DATE SIGNATURE AND TITLE OF CERTIFYING OFFICER   |                |  |                             |                              |   |  |   |                     |                         | 34. CHECK NUMBER  |            |  |
|   |                |  |                             |                              |   |  |   |                     |                         | 35. BILL OF LADING NO.  |            |  |
| 37. RECEIVED AT   |                | 38. RECEIVED BY  |                             | 39. DATE RECEIVED (YYYYMMDD) |   | 40. TOTAL CONTAINERS   |   | 41. S/R ACCOUNT NO. |                         | 42. S/R VOUCHER NO.   |            |  |

**Section A - Solicitation/Contract Form****BPA TERMS AND CONDITIONS****Section A - Solicitation/Contract Form****SOLICITATION / CONTRACT FORM**

Delivery shall be performed in accordance with the terms of GSA SCHEDULE 70, Contract Number GS-35F-393CA and the terms of this Blanket Purchase Agreement (BPA). The terms of this BPA supplement are in addition to those provided in the underlying Multiple Award Schedule (MAS) contract. Improved warranty terms, delivery times, and additional clauses are used to bring performance into compliance with DoD and Navy terms and conditions.

**GENERAL INFORMATION**

**A-1.** This requirement will provide IaaS and PaaS as described in the PWS. The Contractor shall perform in accordance with all terms, conditions, and provisions of its MAS contract unless stated in this BPA.

**A-2.** The services required, as described in the Performance Work Statement (PWS) attached hereto as Attachment No. 1, do include EIT and therefore Section 508 Accessibility Standards 36 CFR Part 1194 are applicable as described in the PWS. The awardee represents that the awarded service solution is Section 508 compliant.

**A-3.** The Contractor is advised that award of task orders resulting from this forthcoming BPA are contingent upon appropriate approvals to proceed with the task order award. No legal liability on the part of the Government for any payment may arise until a task order is awarded by the Procuring Contracting Officer.

**A-4.** The Government's obligation under any individual task orders is contingent upon the availability of appropriated funds from which payment for task order purposes can be made. (See FAR 52.232-18, Availability of Funds). No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for individual task orders and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

**A-5.** Work performed under this BPA constitutes professional, non-personal services.

## Section B - Supplies or Services and Prices

### SUPPLIES OR SERVICES AND PRICE

**B-1. OPTION EXTENSION:** In the event the Government exercises its rights to extend the BPA by up to six additional months pursuant to the clause at FAR 52.217-8, Option to Extend Services, such extension will be considered to have been evaluated, as its price shall be at the rates specified for the period that is being extended. The ordering period shall be extended at the prices established for the preceding period.

**B-2.** Administrative Sub Line Item Numbers (SLINs) may be unilaterally created by the Ordering PCO during performance to accommodate the multiple types of funds that may be used, which necessitate separate contractor tracking, billing visibility and reporting.

**B-3.** The awarded pricing shall reflect pricing and discounting or mark up that is as good as, or less than or greater than that offered to the general public or under contracts for similar services.

**B-4.** The cost of meeting all security requirements shall be incorporated into the awarded price. The cost of disposal of systems and drives used to store data shall be factored into the price of the service delivery. Maintenance of FedRAMP and DoD PA are considered to be a cost of doing business and shall not be billed directly to orders under this BPA.

**B-5.** The Contractor's commercial pricing, procedures, and discounting/mark up practices, which serve as the basis of the awarded BPA, are incorporated by reference into the BPA. This pricing will be used for internal Government Use in pricing customer services consumed by the Government and for establishing customer specific funding SLINS.

**B-6.** Commercial pricing reductions may be extended over the contracted term as appropriate to ensure rates remain fair and reasonable.

**B-7.** Over the period of performance, labor rates may not be increased above those established in Section B (Attachment 3). Discount percentages for cloud services may not decrease unless revised by a written modification issued by the PCO in accordance with the terms set forth herein.

**B-8.** Services performed on a "Lot" basis under this PWS shall be payable for actual services consumed using the commercial pricing contracted for the respective CLIN/SLIN.

### **B-9. Pricing Arrangement.**

Services in performance of PWS para 3.1 shall be accomplished via the Commercial Cloud Service Provider's (CCSP) commercial rates plus or minus the Adjustment provided in Section B "Services and Pricing," (Attachment 3). These cloud services are subject to GSA SIN 132-40 and shall not be performed via direct labor hours subject to SIN 132-51. No administrative fee/markup other than the Adjustment in "Section B" shall be applied to the price of these cloud services. The CCSP's publically available (online) calculator will constitute the commercial price list for these services. The Government shall be entitled to this pricing as adjusted or ALL pricing under PWS 3.1 inclusive of both "On-Demand" and "Pre-Paid" options described in G-6.

Services in performance of PWS para 3.2 shall be accomplished via the hourly rates specified in "Section B" (Attachment 3) and are not subject to upward adjustment. These Professional Services are subject to GSA SIN 132-51.

Services in performance of PWS para 3.3 may be accomplished via a combination of Cloud Services (SIN 132-40) and Professional Services (132-51). The Contractor and CCSP's commercial price lists serve as the Not-to-Exceed for unit prices described in this section.

**B-10.** Task Order CLIN Structure. It is expected that task orders will follow the following CLIN Structure:

| <b>Basic PWS<br/>Section</b> | <b>Title</b>                                      | <b>CLIN</b>           |
|------------------------------|---|-----------------------|
| 3.1 (Task 1)                 | PROVIDE CLOUD SERVICES                            | 0001                  |
| 3.2 (Task 2)                 | CLOUD TECHNICAL SUPPORT AND PROFESSIONAL SERVICES | 0002                  |
| 3.3 (Task 3)                 | SHARED MANAGED SERVICES                           | 0003                  |
| 3.4                          | CONSOLIDATED BILLING                              | Not Separately Priced |

## Section C - Descriptions and Specifications

### DESCRIPTIONS/SPECIFICATIONS

The Contractor shall deliver services under this BPA in accordance with the requirements of this Section C.

**C-1. SPECIFICATIONS/STATEMENT OF WORK:** Work under this BPA shall be performed in accordance with **Attachment 1**, Performance Work Statement (PWS), and Exhibit A, Contract Data Requirements List (CDRL).

**C-2. QUALITY ASSURANCE SURVEILLANCE PLAN:** The quality assurance surveillance plan provides a basis for the Contracting Officer's Representative (COR) to evaluate the quality of the contractor's performance in key areas of interest to the Government. The oversight provided for in this plan, and the remedies established, will help ensure that service levels are of high quality throughout Orders issued under this BPA term. The Quality Assurance Surveillance Plan is provided as **Attachment 2**.

### **C-3. NOTICE TO CONTRACTOR OF CERTAIN DRUG DETECTION PROCEDURES:**

- (a) Pursuant to Navy policy applicable to both Government and contractor personnel, measures will be taken to prevent the introduction and utilization of illegal drugs and related paraphernalia into Government Work areas.
- (b) In furtherance of the Navy's drug control program, unannounced periodic inspections of the following nature may be conducted by installation security authorities:
  - (1) Routine inspection of contractor occupied work spaces.
  - (2) Random inspections of vehicles on entry or exit, with drug detection dog teams as available, to eliminate them as a safe haven for storage of or trafficking in illegal drugs.
  - (3) Random inspections of personnel possessions on entry or exit from the installation.
- (c) When there is probable cause to believe that a contractor employee on board a naval installation has been engaged in use, possession or trafficking of drugs, the installation authorities may detain said employee until the employee can be removed from the installation, or can be released to the local authorities having jurisdiction.
- (d) Trafficking in illegal drug and drug paraphernalia by contract employees while on a military vessel/installation may lead to possible withdrawal or downgrading of security clearance, and/or referral for prosecution by appropriate law enforcement authorities.
- (e) The Contractor is responsible for the conduct of employees performing work under this contract and is, therefore, responsible to assure that employees are notified of these provisions prior to assignment.
- (f) The removal of contractor personnel from a Government vessel or installation as a result of the drug offenses shall not be cause for excusable delay, nor shall such action be deemed a basis for an equitable adjustment to price, delivery or other provisions of this contract.

Section D - Packaging and Marking

PACKAGING AND MARKING

**D-1.** All deliverables shall be specified at the task order level. Packaging and marking shall be IAW commercial best practices unless otherwise stated.

## Section E - Inspection and Acceptance

### INSPECTION AND ACCEPTANCE

**E-1. INSPECTION AND ACCEPTANCE—DESTINATION:** The Contractor shall perform the effort required under this BPA in accordance with the requirements of Section E as supplemented below.

Inspection and acceptance of the supplies/services and deliverables to be furnished hereunder shall be made at destination by the applicable Task Order Contracting Officer Representative (COR) (see Section G). Inspection shall be IAW FAR 52.246-4 Inspection of Services-Fixed-Price or for any supply items IAW FAR 5.246-2 Inspection of Supplies – Fixed Price (August 1996). Both of these clauses are included in the underlying Schedule 70 MAS contract.

**E-2.** CDRL Acceptance shall be conducted by the COR, by e-mail, in accordance with the instructions provided in the CDRL Exhibits of individual Task Orders.

## Section F - Deliveries or Performance

### DELIVERIES OR PERFORMANCE

#### **F-1. PERIOD OF PERFORMANCE**

The term for the base period and each Option (1 & 2) are 12-months, respectively.

The above period(s) of performance for the option(s) to extend the term of the BPA shall apply only if the Government exercises the option(s) in the basic contract, in accordance with contract clause at FAR 52.217-9 "Option to Extend the Term of the Contract" of the MAS and this BPA.

Furthermore, exercise of the option periods will be subject to Availability of Funds for each Option, and authorized for exercise in accordance with DoD Policy. (See 52.232-18 under Section I).

Any option CLIN period of performance which extends past the current period of performance of the MAS contract is only valid to the extent that the Option periods of performance are exercised. However, FAR Clause 52.216-22 (OCT 1995), as written in the underlying MAS contract, shall be applicable. Any task orders issued during the effective period of this BPA and not completed within the period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the tasks were completed during the contract's effective period; provided, that the Contractor shall not be required to make/perform any deliveries/services under this BPA after 12 months from the contract expiration date.

Services to be performed hereunder shall be provided at the Contractor's facility and the sites identified in individual task orders.

## Section G - Contract Administration Data

### CONTRACT ADMINISTRATION DATA

#### **G-1. CONTRACTING OFFICER'S REPRESENTATIVE (COR)**

(a) The Contracting Officer will appoint a **Task Order** specific Contracting Officer's Representative(s) (COR) for this BPA:

(b) It is emphasized that only the Contracting Officer has the authority to modify the terms of the BPA or any orders issued under it, therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the BPA between the Contractor and any other person be effective or binding on the Government. When/If, in the opinion of the Contractor, an effort outside the existing scope of the contract is requested, the Contractor shall promptly notify the PCO in writing. No action shall be taken by the Contractor unless the Procuring Contracting Officer (PCO) has issued a contractual change.

**G-2. PAYMENT OF FIRM FIXED PRICE CLINs:** Payment will be made in arrears for acceptable services delivered under individual task orders once acceptance has been completed. However, see also G-6 which permits up front billing for services deemed to be supplies.

**G-3. FUNDING:** Performance in excess of the amount funded shall be at the contractor's risk.

#### **G-4. INVOICING AND PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS**

There shall be a lapse of no more than thirty (30) calendar days between the end of performance/billing cycle and submission of an interim payment invoice. At a minimum, the billing cycle shall not exceed 30 days. The Contractor shall segregate and accumulate price for the performance of orders under this BPA by the appropriate CLIN and



Accounting Classification Reference Number (ACRN). The Contractor's invoice shall identify the appropriate Contract and Order numbers. For the work performed, invoiced the price shall be associated to the Contract Line Item Number (CLIN), the Contract Subline Item (SLIN), and the specific ACRN. The price by CLIN shall be detailed by the month being billed, by labor category, incurred to date, and remaining on each CLIN. Costs of performance shall be segregated, accumulated, and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that the price is allocated on a proportional basis. Invoices submitted to the paying office that do not comply with this requirement will be returned to the contractor for resubmission. The paying office will disburse funds in strict compliance with the amounts invoiced by CLIN/SLIN/ACRN.

#### **G-5. INVOICING**

Invoices shall be consolidated for the prime and for all the subcontractors for all work conducted in the prior period, and shall reflect the same period of performance for the invoice submitted in WAWF. The invoiced prices for the preceding period being billed shall be those services reflected in the Financial Management Report CDRL A008 delivery/deliveries covering the same billing period.

Payment no more frequently than monthly shall be made for services delivered that conform with the terms of the contract, however, shall not exceed the amount funded by the applicable CLIN or SLIN and assigned ACRN(s) denoted for the work contracted. Partial Payment is authorized for C/SLINS structured as "1 lot" and payable on the basis of actual services consumed during the billing cycle. Actual services consumed by the customer shall be detailed in the invoice supporting documentation according to the terms contracted, and will be verified by the COR as part of the acceptance process. These payments are considered "delivery/invoice payments" for Prompt Payment purposes in accordance with FAR part 32.001. Payment shall only be rendered upon completion of the work and acceptance by the COR.

#### **G-6. RESERVE INSTANCES AND OTHER PRE-PAID OPTIONS**

If a CCSP provides a service that is determined by the Government to qualify as a supply item (i.e. an Exception to the Prohibition on the Advance Payment of Services) payment shall be made at the time the service is provisioned to the customer and not contingent on actual use as described in G-5.

Services that currently meet this definition are:

| <u><b>CCSP</b></u> | <u><b>Product/Service</b></u> |
|--------------------|-------------------------------|
| <u>Amazon</u>      | <u>AWS Reserved Instances</u> |
| <u>*</u>           | <u>*</u>                      |
| <u>*</u>           | <u>*</u>                      |

**\*Additional product/services from additional CCSPs may be added at the discretion of the Government.**

## Section H - Special Contract Requirements

### SPECIAL CONTRACT REQUIREMENTS

#### **H-1. DATA RIGHTS**

For commercial software and technical data delivered under this BPA, DFARS 252.227-7015 shall apply. For non-commercial software and data delivered, DFARS 252.227-7013 & 252.227-7014 shall apply.

#### **H-2. ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA) (NMCARS 5237.102)**

The Contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this BPA via a secure data collection site. The Contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

#### **H-3. ADDENDUM TO MODIFY THE COMMERCIAL LICENSES AND TERMS OF SERVICE AGREEMENTS TO COMPLY WITH FEDERAL PROCUREMENT**

This addendum will be negotiated, signed, and added to via modification to the BPA in the post-award phase.

#### **H.4. ORGANIZATIONAL CONFLICT OF INTEREST (ACCESS TO PROPRIETARY INFORMATION) (DEC 1999)**

(a) This BPA provides for the Contractor to provide and execute support services for the SSCPAC Code 53203 as described in the PWS. The parties recognize that by the Contractor providing this support a potential conflict of interest arises as described by FAR 9.505-4.

(b) For the purpose of this clause, the term “contractor” means the contractor, its subsidiaries and affiliates, joint ventures involving the contractor, any entity with which the contractor may hereafter merge or affiliate, and any other successor or assignee of the contractor.

(c) The Contractor agrees to execute agreements with companies furnishing proprietary data in connection with work performed under this contract, which obligates the Contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreements to the Contracting Officer. The Contractor further agrees that such proprietary data shall not be used in performing additional work for the Department of Defense in the same field as work performed under this contract whether as a prime, consultant or subcontractor at any tier.

(d) The Contractor shall, within 15 days after the effective date of this contract, provide, in writing, to the Contracting Officer, a representation that all employees, agents and subcontractors involved in the performance of this contract have been informed of the provisions of this clause. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(e) The Contractor further agrees that it will not perform technical evaluations as described in the PWS for any product it has designed, developed, or manufactured in whole or in part. The Contractor further agrees to notify the Contracting Officer should it be tasked to conduct such technical evaluations on such products and to take no action unless directed to do so by the Contracting Officer.

(f) The Contractor acknowledges the full force and effect of this clause. It agrees to be bound by its terms and

conditions and understands that violation of this clause may, in the judgment of the Contracting Officer, be cause for Termination for Default under FAR 52.249-6. The Contractor also acknowledges that this does not represent the sole and exclusive remedy available to the government in the event the Contractor breaches this or any other Organizational Conflict of Interest clause.

(End of clause)

#### **H-5. POST-AWARD IDENTIFICATION AND ASSERTION OF RESTRICTIONS ON TECHNICAL DATA PERTAINING TO A COMMERCIAL ITEM AND COMMERCIAL COMPUTER SOFTWARE (DEC 2014)**

- a. Definitions. Unless otherwise specified in this provision, the terms used in this provision are defined in the FAR/DFARS, as applicable.
- b. Post-Award Assertions. In addition to the pre-award assertions made in the Attachment pursuant to provision H-5, other assertions on technical data pertaining to a commercial item and commercial computer software may be identified after award when based on new information or inadvertent omissions, unless the inadvertent omissions would have materially affected the source selection decision. Such identifications and assertions shall be submitted to the contracting officer as soon as practicable prior to the scheduled date for delivery of the technical data/computer software, using the same table format for pre-award assertions found at provision H-5 and signed by an official authorized to contractually obligate the Contractor
- c. Licenses. The Contractor shall provide copies of all commercial license(s) for the commercial technical data or commercial computer software Contractor proposes to deliver under this clause. The Government will review the licenses to ensure that the licenses terms are consistent with federal procurement law and meet the Government's end user needs.
- d. Use of Open Source Software Without Delivery. The Government treats Open Source Software (OSS) as a category of commercial computer software. If the Contractor proposes to deliver OSS while performing under the contract, the Contractor shall follow the same rules as prescribed in provision H-5 as for commercial computer software. Additionally, if the Contractor proposes to use, but not deliver, commercial computer software (including OSS), the Contractor must ensure that such use does not: (i) create, or purport to create, any Government distribution obligations with respect to the computer software deliverables; or (ii) grant, or purport to grant, to any third party any rights to or immunities under Government intellectual property or Government data rights to the Government computer software deliverables.

(End of clause)

#### **H-6. 5252.237-9602 CONTRACTOR IDENTIFICATION (MAY 2004)**

- (a) Contractor employees must be clearly identifiable while on Government property by wearing appropriate badges.
- (b) Contractor personnel and their subcontractors must identify themselves as contractors or subcontractors during meetings, telephone conversations, in electronic messages, or correspondence related to this contract.
- (c) Contractor-occupied facilities (on Department of the Navy or other Government installations) such as offices, separate rooms, or cubicles must be clearly identified with Contractor supplied signs, name plates or other identification, showing that these are work areas for Contractor or subcontractor personnel.

(End of clause)

#### **H-7. CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS) (FEB 2009)**

- (a) The Contractor Performance Assessment Reporting System (CPARS) has been established to collect past performance information on defense contractors as required by FAR 42.1502 (Class Deviation 2013-O0018). The frequency and type of CPARS reports (initial, intermediate, final, out-of-cycle, and addendum) shall be as required in the CPARS Policy Guide that is available at: <https://www.cpars.gov/cparsfiles/pdfs/CPARS-Guidance.pdf>.

(b) For orders placed against contracts and agreements the contractor's performance shall be assessed on an order-by-order basis [ ] or total contract/agreement basis [ **X** ].

**H-8. On-Ramping.** If additional CCSPs are determined to a) be within scope of this BPA, b) meet the applicable security and technical requirements, and c) required for use on an individual task order, the Government may add them as participating CCSPs via bi-lateral modification to this BPA. The Government reserves the right to determine the acceptability of the CCSP's pricing, commercial terms, and compliance with applicable requirements in a like manner as those established for Microsoft Azure and Amazon's AWS under the basic BPA.

**H-9. Service Level Agreements (SLA).** The CCSP's Service Level Agreements that apply to this BPA are may be found at the following links:

- AWS:
  - o <https://aws.amazon.com/ec2/sla/>
  - o <https://aws.amazon.com/s3/sla/>
- Azure:
  - o <https://azure.microsoft.com/en-us/support/legal/sla/>
- NOTE: Additional CCSP's SLAs may be added to this list subject to clause H-8.

If any document or provision referenced in a URL included in the SLA is found to violate federal law, then such provision shall not apply.

Contractor specific SLAs will be required per PWS Section 6.2. SLAs required for the performance of services shall be incorporated to the BPA via modification.

**H-10 Ordering.** Task orders under this BPA will be placed by SPAWAR Systems Center Pacific for the base year. Ordering may become decentralized (i.e. authorized to be ordered from other commands) via bilateral modification to the BPA beginning in option year one.

**H-11 Third-Party Tools.** Commercially available third party tools that may be required per individual task orders shall be obtained via GSA Schedules rather than via open market sources (as defined in FAR 8.402(f)) when available.

## Section I - Contract Clauses

**CONTRACT CLAUSES**

**I-1. FLOWDOWN TO SUBCONTRACTORS:** The Contractor shall include DFARS Clause 252.204-7012 in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve a covered contractor information system, including subcontracts for commercial items, without alteration, except to identify the parties.

When DFARS Clause 252.204-7012 is included in a subcontract, subcontractors are required to rapidly report cyber incidents directly to DoD at <http://dibnet.dod.mil> and the prime Contractor.

This includes providing the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable.

**CLAUSES INCORPORATED BY REFERENCE**

|              |  |          |
|--------------|--|----------|
| 52.203-16    | Preventing Personal Conflicts of Interest  | DEC 2011 |
| 52.204-2     | Security Requirements  | AUG 1996 |
| 52.209-9     | Updates of Publicly Available Information Regarding Responsibility Matters   | JUL 2013 |
| 52.211-15    | Defense Priority And Allocation Requirements   | APR 2008 |
| 52.232-18    | Availability Of Funds  | APR 1984 |
| 252.203-7000 | Requirements Relating to Compensation of Former DoD Officials  | SEP 2011 |
| 252.203-7003 | Agency Office of the Inspector General   | DEC 2012 |
| 252.204-7009 | Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information                     | OCT 2016 |
| 252.204-7012 | Safeguarding Covered Defense Information and Cyber Incident Reporting  | OCT 2016 |
| 252.226-7001 | Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns | SEP 2004 |
| 252.227-7013 | Rights in Technical Data--Noncommercial Items  | FEB 2014 |
| 252.227-7015 | Technical Data--Commercial Items   | FEB 2014 |
| 252.227-7037 | Validation of Restrictive Markings on Technical Data   | SEP 2016 |
| 252.232-7003 | Electronic Submission of Payment Requests and Receiving Reports  | JUN 2012 |
| 252.232-7009 | Mandatory Payment by Governmentwide Commercial Purchase Card   | DEC 2006 |
| 252.232-7010 | Levies on Contract Payments  | DEC 2006 |
| 252.232-7011 | Payments in Support of Emergencies and Contingency Operations  | MAY 2013 |
| 252.237-7010 | Prohibition on Interrogation of Detainees by Contractor Personnel  | JUN 2013 |
| 252.239-7018 | Supply Chain Risk  | OCT 2015 |
| 252.243-7002 | Requests for Equitable Adjustment  | DEC 2012 |
| 252.244-7000 | Subcontracts for Commercial Items  | JUN 2013 |
| 252.246-7008 | Sources of Electronic Parts  | OCT 2016 |
| 252.251-7000 | Ordering From Government Supply Sources  | AUG 2012 |

**CLAUSES INCORPORATED BY FULL TEXT**

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2017)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(3) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(4) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

X (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) [Reserved]

\_\_\_ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

X (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (July 2013) (41 U.S.C. 2313).

\_\_\_ (10) [Reserved]

\_\_\_ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

\_\_\_ (ii) Alternate I (NOV 2011) of 52.219-3.

\_\_\_\_ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_\_ (ii) Alternate I (JAN 2011) of 52.219-4.

\_\_\_\_ (13) [Reserved]

\_\_\_\_ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

\_\_\_\_ (ii) Alternate I (NOV 2011).

\_\_\_\_ (iii) Alternate II (NOV 2011).

\_\_\_\_ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

\_\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.

\_\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.

\_\_\_\_ (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_\_ (17)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2017) (15 U.S.C. 637(d)(4)).

\_\_\_\_ (ii) Alternate I (Nov 2016) of 52.219-9.

\_\_\_\_ (iii) Alternate II (Nov 2016) of 52.219-9.

\_\_\_\_ (iv) Alternate III (Nov 2016) of 52.219-9.

\_\_\_\_ (v) Alternate IV (Nov 2016) of 52.219-9.

\_\_\_\_ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

**X** (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).

**X** (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

\_\_\_\_ (22) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).

\_\_\_\_ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

\_\_\_\_ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

**X** (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

**X** (26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).

**X** (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

**X** (28) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

X (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

X (30) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).

X (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

X (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (33)(i) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_\_ (ii) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_\_ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

X (35) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

**Note to paragraph (b)(35):** By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

X (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016).

\_\_\_\_ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_\_ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (June, 2016) (E.O. 13693).

\_\_\_\_ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (June, 2016) (E.O. 13693).

X (40) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_\_ (ii) Alternate I (OCT 2015) of 52.223-13.

\_\_\_\_ (41)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-14.

\_\_\_\_ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

X (43)(i) 52.223-16, Acquisition of EPEAT[supreg]-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).



\_\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-16.

X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

\_\_\_\_ (45) 52.223-20, Aerosols (June, 2016) (E.O. 13693).

\_\_\_\_ (46) 52.223-21, Foams (June, 2016) (E.O. 13693).

X (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

\_\_\_\_ (ii) Alternate I (JAN 2017) of 52.224-3.

X (48) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

\_\_\_\_ (49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

\_\_\_\_ (ii) Alternate I (May 2014) of 52.225-3.

\_\_\_\_ (iii) Alternate II (May 2014) of 52.225-3.

\_\_\_\_ (iv) Alternate III (May 2014) of 52.225-3.

X (50) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (51) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_\_ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

\_\_\_\_ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150

\_\_\_\_ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_\_ (55) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_\_\_\_ (56) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_\_\_\_ (57) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

\_\_\_\_ (58) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

\_\_\_\_ (59) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

X (60) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_\_ (61) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

\_\_\_\_ (62)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

\_\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

\_\_\_\_ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

\_\_\_\_ (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

\_\_\_\_ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

X (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_\_ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_\_ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

\_\_\_\_ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

X (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).

X (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

\_\_\_\_ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

\_\_\_\_ (11) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vi) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xi) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xii) X (A) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_\_\_ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

(xvii) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

**Note to paragraph (e)(1)(xvii):** By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(xviii) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016)).

(xix) (A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xx) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxiii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of clause)

#### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the applicable period of performance); provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years, 6 months.

#### 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond TBD on individual task orders. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond TBD on individual task orders, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

#### 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(1) Any such clause is unenforceable against the Government.

(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(3) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(b) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

(End of clause)

#### 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process Contractor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

#### TBD on Task Orders

(Contracting Officer: Insert applicable document type(s). Note: If a “Combo” document type is identified but not supportable by the Contractor’s business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

#### TBD on Task Orders

(Contracting Officer: Insert inspection and acceptance locations or “Not applicable”).

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

#### Routing Data Table\*

| Field Name in WAWF | Data to be entered in WAWF |
|--------------------|----------------------------|
|--------------------|----------------------------|

|                           |       |
|---------------------------|-------|
| Pay Official DoDAAC       | _____ |
| Issue By DoDAAC           | _____ |
| Admin DoDAAC              | _____ |
| Inspect By DoDAAC         | _____ |
| Ship To Code              | _____ |
| Ship From Code            | _____ |
| Mark For Code             | _____ |
| Service Approver (DoDAAC) | _____ |
| Service Acceptor (DoDAAC) | _____ |
| Accept at Other DoDAAC    | _____ |
| LPO DoDAAC                | _____ |
| DCAA Auditor DoDAAC       | _____ |
| Other DoDAAC(s)           | _____ |

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(\*Contracting Officer: Insert applicable DoDAAC information or “See schedule” if multiple ship to/acceptance locations apply, or “Not applicable.”)

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

#### TBD on Task Orders

(Contracting Officer: Insert applicable email addresses or “Not applicable.”)

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

\_\_\_\_\_

(Contracting Officer: Insert applicable information or “Not applicable.”)

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

252.239-7010 CLOUD COMPUTING SERVICES (OCT 2016)

(a) Definitions. As used in this clause--

Authorizing official, as described in DoD Instruction 8510.01, Risk Management Framework (RMF) for DoD Information Technology (IT), means the senior Federal official or executive with the authority to formally assume responsibility for operating an information system at an acceptable level of risk to organizational operations (including mission, functions, image, or reputation), organizational assets, individuals, other organizations, and the Nation.

Cloud computing means a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction. This includes other commercial terms, such as on-demand self-service, broad network access, resource pooling, rapid elasticity, and measured service. It also includes commercial offerings for software-as-a-service, infrastructure-as-a-service, and platform-as-a-service.

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

Cyber incident means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

Government data means any information, document, media, or machine readable material regardless of physical form or characteristics, that is created or obtained by the Government in the course of official Government business.

Government-related data means any information, document, media, or machine readable material regardless of physical form or characteristics that is created or obtained by a contractor through the storage, processing, or communication of Government data. This does not include contractor's business records e.g. financial records, legal records etc. or data such as operating procedures, software coding or algorithms that are not uniquely applied to the Government data.

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

Media means physical devices or writing surfaces including, but not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which information is recorded, stored, or printed within an information system.

Spillage security incident that results in the transfer of classified or controlled unclassified information onto an information system not accredited (i.e., authorized) for the appropriate security level.

(b) Cloud computing security requirements. The requirements of this clause are applicable when using cloud computing to provide information technology services in the performance of the contract.

(1) If the Contractor indicated in its offer that it ``does not anticipate the use of cloud computing services in the performance of a resultant contract," in response to provision 252.239-7009, Representation of Use of Cloud Computing, and after the award of this contract, the Contractor proposes to use cloud computing services in the performance of the contract, the Contractor shall obtain approval from the Contracting Officer prior to utilizing cloud computing services in performance of the contract.

(2) The Contractor shall implement and maintain administrative, technical, and physical safeguards and controls with the security level and services required in accordance with the Cloud Computing Security Requirements Guide (SRG) (version in effect at the time the solicitation is issued or as authorized by the Contracting Officer) found at [http://iase.disa.mil/cloud\\_security/Pages/index.aspx](http://iase.disa.mil/cloud_security/Pages/index.aspx), unless notified by the Contracting Officer that this requirement has been waived by the DoD Chief Information Officer.

(3) The Contractor shall maintain within the United States or outlying areas all Government data that is not physically located on DoD premises, unless the Contractor receives written notification from the Contracting Officer to use another location, in accordance with DFARS 239.7602-2(a).

(c) Limitations on access to, and use and disclosure of Government data and Government-related data.

(1) The Contractor shall not access, use, or disclose Government data unless specifically authorized by the terms of this contract or a task order or delivery order issued hereunder.

(i) If authorized by the terms of this contract or a task order or delivery order issued hereunder, any access to, or use or disclosure of, Government data shall only be for purposes specified in this contract or task order or delivery order.

(ii) The Contractor shall ensure that its employees are subject to all such access, use, and disclosure prohibitions and



obligations.

(iii) These access, use, and disclosure prohibitions and obligations shall survive the expiration or termination of this contract.

(2) The Contractor shall use Government-related data only to manage the operational environment that supports the Government data and for no other purpose unless otherwise permitted with the prior written approval of the Contracting Officer.

(d) Cloud computing services cyber incident reporting. The Contractor shall report all cyber incidents that are related to the cloud computing service provided under this contract. Reports shall be submitted to DoD via <http://dibnet.dod.mil/>.

(e) Malicious software. The Contractor or subcontractors that discover and isolate malicious software in connection with a reported cyber incident shall submit the malicious software in accordance with instructions provided by the Contracting Officer.

(f) Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in the cyber incident report (see paragraph (d) of this clause) and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(g) Access to additional information or equipment necessary for forensic analysis. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(h) Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (f) of this clause.

(i) Records management and facility access.

(1) The Contractor shall provide the Contracting Officer all Government data and Government-related data in the format specified in the contract.

(2) The Contractor shall dispose of Government data and Government-related data in accordance with the terms of the contract and provide the confirmation of disposition to the Contracting Officer in accordance with contract closeout procedures.

(3) The Contractor shall provide the Government, or its authorized representatives, access to all Government data and Government-related data, access to contractor personnel involved in performance of the contract, and physical access to any Contractor facility with Government data, for the purpose of audits, investigations, inspections, or other similar activities, as authorized by law or regulation.

(j) Notification of third party access requests. The Contractor shall notify the Contracting Officer promptly of any requests from a third party for access to Government data or Government-related data, including any warrants, seizures, or subpoenas it receives, including those from another Federal, State, or local agency. The Contractor shall cooperate with the Contracting Officer to take all measures to protect Government data and Government-related data from any unauthorized disclosure.

(k) Spillage. Upon notification by the Government of a spillage, or upon the Contractor's discovery of a spillage, the Contractor shall cooperate with the Contracting Officer to address the spillage in compliance with agency procedures.

(l) Subcontracts. The Contractor shall include this clause, including this paragraph (l), in all subcontracts that involve or may involve cloud services, including subcontracts for commercial items.

(End of clause)

## Section J - List of Documents, Exhibits and Other Attachments

## Exhibit/Attachment Table of Contents

| DOCUMENT TYPE | DESCRIPTION  | PAGES | DATE        |
|---------------|--|-------|-------------|
| Exhibit A     | CDRLs  |       | 23-AUG-2017 |
| Attachment 1  | Attachment 1 - PWS                                 |       | 22-AUG-2017 |
| Attachment 2  | Attachment 2 - Quality Assurance Surveillance Plan |       | 22-AUG-2017 |
| Attachment 3  | Section B Services and Prices                      |       | 22-AUG-2017 |

LIST OF DOCS, EXHIBITS & ATTAC

The following list of attachments are anticipated in the post-award phase:

| DOCUMENT TYPE    | DESCRIPTION  | DATE |
|------------------|--|------|
| Attachment # TBD | Amazon Web Service Commercial Terms of Service (to be incorporated via modification after BPA award) | TBD  |
| Attachment # TBD | Microsoft Azure Commercial Terms of Service (to be incorporated via modification after BPA award)    | TBD  |

## Section K - Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY REFERENCE

|              |  |          |
|--------------|--|----------|
| 252.203-7005 | Representation Relating to Compensation of Former DoD Officials  | NOV 2011 |
| 252.204-7008 | Compliance With Safeguarding Covered Defense Information Controls                                      | OCT 2016 |
| 252.219-7000 | Advancing Small Business Growth  | SEP 2016 |
| 252.222-7007 | Representation Regarding Combating Trafficking in Persons  | JAN 2015 |
| 252.225-7031 | Secondary Arab Boycott Of Israel   | JUN 2005 |
| 252.225-7050 | Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism | OCT 2015 |

## CLAUSES INCORPORATED BY FULL TEXT

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JAN 2017)  
ALTERNATE I (OCT 2014)

Section B - Supplies or Services and Prices

BPA Master Dollar Limit: \$0.00

BPA Call Limit: \$0.00

FSC Codes:

(none)